

RECORDATION NO. 18631-C

RECORDATION NO. 18631-D

RECORDATION NO. 18631-E

APR 20 1994 10:35 AM

APR 20 1994 10:35 AM

APR 20 1994 10:35 AM

INTERSTATE INDUSTRIES, INC.

ALVORD AND ALVORD

ATTORNEYS AT LAW

918 SIXTEENTH STREET, N.W.

SUITE 200

WASHINGTON, D.C.

20006-2973

(202) 393-2266

FAX (202) 393-2156

RECORDATION NO. 18631-F

APR 20 1994 10:35 AM

URBAN A. LESTER

INTERSTATE INDUSTRIES, INC.

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

March 21, 1994

0100191025

\$90.00

18631-G

APR 20 1994 10:35 AM

RECORDING BRANCH

APR 20 1994 10:35 AM

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) duly executed copies of the following documents, all of which are dated as of January 11, 1994 and are secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177: (1) Amendment to Security Agreement - Trust Deed; (2) ACF Assignment and Assumption Agreement; (3) ARAC Assignment and Assumption Agreement; (4) Bill of Sale by ACF Industries, Incorporated; and (5) Bill of Sale by ACF Railcar Acquisition Corporation.

The enclosed documents relate to the Security Agreement - Trust Deed, dated as of December 30, 1993 between ACF Railcar Acquisition Corporation, as Debtor, and Internationale Nederlanden (U.S.) Capital Corporation, as Secured Party, which was duly filed with the Commission on December 30, 1993, under Recordation Number 18631, and to the secondary documents filed thereunder.

The names and addresses of the parties to the enclosed documents are:

Amendment to Security Agreement

Debtor: ACF Railcar Acquisition Corporation  
3301 Rider Trail South  
Earth City, Missouri 6035-1383

Secured Party: Internationale Nederlanden (U.S.) Capital Corporation  
135 East 57th Street  
New York, New York 10022-2101

Counterparts  
*[Signature]*

Mr. Sidney L. Strickland, Jr.  
March 21, 1994  
Page 2

ACF Assignment and Assumption Agreement and Bill of Sale

Assignor/Seller:	ACF Industries, Incorporated 3301 Rider Trail South Earth City, Missouri 63045-1383
Assignee/Buyer:	ACF Railcar Acquisition Corporation 3301 Rider Trail South Earth City, Missouri 63045-1383

ARAC Assignment and Assumption Agreement and Bill of Sale

Assignor/Seller:	ACF Railcar Acquisition Corporation 3301 Rider Trail South Earth City, Missouri 63045-1383
Assignee/Buyer:	ACF Industries, Incorporation 3301 Rider Trail South Earth City, Missouri 63045-1383

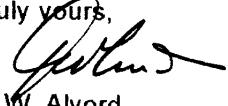
A description of the railroad equipment covered by the enclosed documents is:

- (i) the seventy (70) special purpose covered hopper and tank railcars bearing ACFX road marks and numbers and the equipment leases related thereto that are being ADDED to the Security Agreement are identified in Annex A and Annex B, respectively, attached to the Amendment to Security Agreement;
- (ii) the one hundred eighty-three (183) special purpose covered hopper and tank railcars bearing ACFX road marks and numbers and the equipment leases related thereto that are being RELEASED from the Security Agreement are identified in Annex Y and Annex Z, respectively, attached to the Amendment to Security Agreement.

Also enclosed is a check in the amount of \$90.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed documents to the undersigned.

Very truly yours,

  
Robert W. Alvord

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

April 20, 1994

OFFICE OF THE SECRETARY

Robert W. Alvord  
Alvord & Alvord  
918 16th St., NW, Suite 200  
Washington DC 20006-2973

Dear Mr. Alvord:

The enclosed document(s) was recorded pursuant to the provisions  
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,  
on April 20, 1994 at 10:55AM , and assigned  
recordation number(s). 18631-C, 18631-D, 18631-E, 18631-F, 18631-G

Sincerely yours,

Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RECORDED APR 20 1994 18631-C

APR 20 1994 18631-C

RECORDED APR 20 1994 18631-C

EXECUTION  
COPY

AMENDMENT

TO SECURITY AGREEMENT - TRUST DEED,

dated as of January 11, 1994

between

ACF RAILCAR ACQUISITION CORPORATION

and

INTERNATIONALE NEDERLANDEN (U.S.) CAPITAL CORPORATION

AMENDMENT

TO SECURITY AGREEMENT - TRUST DEED

THIS AMENDMENT TO SECURITY AGREEMENT - TRUST DEED, dated as of January 11, 1994 (this "Amendment"), is made between ACF RAILCAR ACQUISITION CORPORATION, a Delaware corporation (the "Debtor"), and INTERNATIONALE NEDERLANDEN (U.S.) CAPITAL CORPORATION (the "Secured Party").

W I T N E S S E T H:

WHEREAS, the Debtor and the Secured Party have heretofore entered into a certain Security Agreement - Trust Deed, dated as of December 30, 1993 (the "Security Agreement"); and

WHEREAS, the Debtor and the Secured Party have agreed, subject to the conditions and terms hereinafter set forth, to amend the Security Agreement in certain respects as herein provided;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Use of Defined Terms. Unless otherwise defined or the context otherwise requires, terms for which meanings are provided in the Security Agreement shall have such meanings when used in this Amendment.

ARTICLE II

AMENDMENTS

SECTION 2.1. Amendment to Annex A to Security Agreement.

(a) Annex A to the Security Agreement is hereby amended and supplemented by the addition of the Cars listed on Annex A hereto. Each reference to Annex A in the Security Agreement shall be deemed to refer to such Annex as amended and supplemented by Annex A hereto. Each reference in the Security Agreement to "Cars", "Equipment," "Items of Equipment" or "Collateral" shall be deemed to include reference to the Cars listed on Annex A hereto. The representations, warranties, covenants and agreements

contained in the Security Agreement (together with the remedies contained in the Security Agreement) shall, as of the date hereof, apply to the Cars listed on Annex A hereto to the same extent and with the same force and effect as if such Cars had been specifically described and referred to in the Security Agreement.

(b) Annex A to the Security Agreement is further amended by the deletion of the Cars listed on Annex Y hereto. Each reference in the Security Agreement to "Cars", "Equipment", "Items of Equipment" or "Collateral" shall be deemed to exclude references to the Cars listed on Annex Y hereto. The representations, warranties, covenants and agreements contained in the Security Agreement (together with the remedies contained in the Security Agreement) shall not, as of the date hereof, apply to the Cars listed on Annex Y hereto.

SECTION 2.2. Amendment to Annex B to Security Agreement.

(a) Annex B to the Security Agreement is hereby amended and supplemented by the addition of the Equipment Leases listed on Annex B hereto. Each reference to Annex B shall be deemed to refer to such Schedule as amended and supplemented by Annex B hereto. Each reference in the Security Agreement to "Equipment Leases" or "Collateral" shall be deemed to include reference to the Equipment Leases listed on Annex B hereto. The representations, warranties, covenants and agreements contained in the Security Agreement (together with the remedies contained in the Security Agreement) shall, as of the date hereof, apply to the Equipment Leases listed on Annex B hereto to the same extent and with the same force and effect as if such Equipment Leases had been specifically described and referred to in the Security Agreement.

(b) Annex B to the Security Agreement is further amended by the deletion of the Equipment Leases listed on Annex Z hereto. Each reference in the Security Agreement to "Equipment Leases" or "Collateral" shall be deemed to exclude reference to the Equipment Leases listed on Annex Z hereto. The representations, warranties, covenants and agreements contained in the Security Agreement (together with the remedies contained in the Security Agreement) shall not, as of the date hereof, apply to the Equipment Leases listed on Annex Z hereto.

## ARTICLE III

### REAFFIRMATION OF SECURITY INTEREST

SECTION 3.1. Reaffirmation. The Debtor, in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Secured Party and other good and valuable consideration, receipt and sufficiency whereof is hereby acknowledged, and in order to secure the prompt payment in full and when due (whether at stated maturity, by acceleration or mandatory prepayment or otherwise) of the Secured Obligations, has granted, and does hereby grant, to the Secured Party and its successors and assigns, a lien on and the security interest in all of the Debtor's right, title and interest in, to and under the Collateral.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES

In order to induce the Secured Party to enter into this Amendment, the Debtor represents and warrants unto the Secured Party as set forth in this Article IV.

SECTION 4.1. Due Authorization, Non-Contravention, etc. The execution, delivery and performance by the Debtor of this Amendment are within the Debtor's corporate powers, have been duly authorized by all necessary corporate action, and do not

- (a) contravene the Debtor's certificate of incorporation or by-laws; or
- (b) contravene any contractual restriction, law or governmental regulation or court decree or order binding on or affecting the Debtor.

SECTION 4.2. Government Approval, Regulation, etc. No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other person or entity is required for the due execution, delivery or performance by the Debtor of this Amendment.

SECTION 4.3. Validity, etc. This Amendment constitutes the legal, valid and binding obligation of the Debtor enforceable in accordance with its terms.

ARTICLE V  
MISCELLANEOUS PROVISIONS

SECTION 5.1. Ratification of and References to the Security Agreement. This Amendment shall be deemed to be an amendment to the Security Agreement, and the Security Agreement, as amended hereby, is hereby ratified, approved and confirmed in each and every respect. All references to the Security Agreement in any other document, instrument, agreement or writing shall hereafter be deemed to refer to the Security Agreement as amended hereby.

SECTION 5.2. Headings. The various headings of this Amendment are inserted for convenience only and shall not affect the meaning or interpretation of this Amendment or any provisions hereof.

SECTION 5.3. Execution in Counterparts. This Amendment may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 5.4. Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE; AND THE SECURED PARTY SHALL BE ENTITLED TO THE BENEFITS OF THE RECORDING SYSTEM CONFERRED BY 49 U.S.C. SECTION 11303 AND SUCH ADDITIONAL RIGHTS, ARISING OUT OF THE FILING OR RECORDING WITH RESPECT THERETO.

[The rest of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this  
Amendment to be executed by their respective officers thereunto  
duly authorized as of the day and year first above written.

ACF RAILCAR ACQUISITION  
CORPORATION

By Umesh Choksi  
Name: Umesh Choksi  
Title: President

State of Missouri )  
                     ) ss:  
County of St. Louis )

On this 13<sup>th</sup> day of April, before me personally came Umesh Choksi, to me known, who being by me duly sworn, did depose and say that he resides at 3301 Rider Trial South (Suite 234), Earth City, Missouri 63045-1393 that he is the President of ACF Railcar Acquisition Corporation, the corporation described in and which executed the foregoing instrument, and that he signed his name thereto by order of the board of directors of said corporation.

Nancy Collins  
Notary Public

NANCY COLLINS  
NOTARY PUBLIC - STATE OF MISSOURI  
ST. CHARLES COUNTY  
MY COMMISSION EXPIRES AUG. 2, 1996

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

INTERNATIONALE NEDERLANDEN  
(U.S.) CAPITAL CORPORATION

By Matthew J. Cooleen  
Name: Matthew J. Cooleen  
Title: Associate

STATE OF NEW YORK )  
                      )  
                      ) ss:  
COUNTY OF NEW YORK )

On this 11th day of April, before me personally came Matthew J. Cooleen, to me known, who being by me duly sworn, did depose and say that he resides at 135 East 57th Street, New York, New York 10022, that he is an Associate of Internationale Nederlanden (U.S.) Capital Corporation, the corporation described in and which executed the foregoing instrument, and that he signed his name thereto by order of the board of directors of said corporation.

Karen Miguel  
Notary Public

## ANNEX A

AAR CODE	RPIG MARK	FRUM	TO	TOTAL CARS
1103	ACFX	78285	10	1
1105	ACFX	81800	1	1
	ACFX	81810	1	1
	ACFX	81812	1	1
	ACFX	81861	1	1
	ACFX	81972	1	1
	ACFX	82222	1	1
	ACFX	82224	1	1
	ACFX	82246	1	1
	ACFX	82263	1	1
	ACFX	82300	1	1
	ACFX	82339	1	1
	ACFX	82342	1	1
	ACFX	82363	1	1
	ACFX	82453	1	1
	ACFX	82517	1	1
	ACFX	82520	1	1
	ACFX	82546	1	1
	ACFX	82549	1	1
	ACFX	82591	2	2
	ACFX	82623	1	1
	ACFX	82693	1	1
	ACFX	82700	1	1
	ACFX	82749	1	1
	ACFX	82939	1	1
	ACFX	82941	1	1
	ACFX	83116	2	2
	ACFX	86850	1	1
	ACFX	88729	1	1
	ACFX	89736	1	1
	ACFX	88739	1	1
1105	ACFX	88933	2	34

AAR CODE	RPIG MARK	FROM	TO	TOTAL CARS
1104	ACFX	88798		
1104	ACFX			
1105	ACFX	12093		1
	ACFX	12154	12155	2
	ACFX	12358		1
	ACFX	12363	12365	3
	ACFX	12386		1
	ACFX	12481		1
	ACFX	12572		1
	ACFX	12890		1
	ACFX	82728		1
	ACFX	82738		1
	ACFX	82763		1
	ACFX	82854		1
	ACFX	82886		1
	ACFX	83026		1
	ACFX	83028		1
	ACFX	88979		1
1105				19
1203	ACFX	355		1
	ACFX	366		1
	ACFX	376		1
	ACFX	577		1
	ACFX	581		1
	ACFX	608		1
	ACFX	707		1
	ACFX	762		1
	ACFX	2340		1
	ACFX	6617		1
	ACFX	6695		1
	ACFX	6771		1
	ACFX	6794		1
	ACFX	19032		1
	ACFX	19388		1
1563				15

## ANNEX B

LESSSEE	CONTRACT/ RIDER	TYPE OF CAR-IDENT	BUILT CAR DATE	EFFECTIVE DATE	EXPIRATION DATE	TOTAL CARS
FARMLAND INDUSTRIES INCORPORATED 46250042		ACFX012572	1962/03 07/01/1988	06/30/1993	07/31/1993	9,454
FARMLAND INDUSTRIES INCORPORATED 46250042		ACFX088979	1968/11 07/01/1988	06/30/1993	15,124	24,578
FARMLAND INDUSTRIES INCORPORATED 46250043		ACFX012093	1963/03 08/01/1988	07/31/1993	9,284	
FARMLAND INDUSTRIES INCORPORATED 46250043		ACFX012154	1963/03 08/01/1988	07/31/1993	9,449	
FARMLAND INDUSTRIES INCORPORATED 46250042		ACFX012155	1963/03 08/01/1988	07/31/1993	9,877	
FARMLAND INDUSTRIES INCORPORATED 46250042		ACFX012358	1963/02 08/01/1988	07/31/1993	9,287	
FARMLAND INDUSTRIES INCORPORATED 46250043		ACFX012363	1963/02 08/01/1988	07/31/1993	9,915	
FARMLAND INDUSTRIES INCORPORATED 46250043		ACFX012365	1963/02 08/01/1988	07/31/1993	10,792	
FARMLAND INDUSTRIES INCORPORATED 46250043		ACFX012386	1963/03 08/01/1988	07/31/1993	11,181	
FARMLAND INDUSTRIES INCORPORATED 46250043		ACFX012481	1963/08 08/01/1988	07/31/1993	9,643	
FARMLAND INDUSTRIES INCORPORATED 46250054		ACFX012366	1963/02 08/01/1993	07/31/1998	40,393	
FARMLAND INDUSTRIES INCORPORATED 46250054		ACFX02728	1968/09 08/01/1993	07/31/1998	16,566	
FARMLAND INDUSTRIES INCORPORATED 46250054		ACFX02738	1968/07 08/01/1993	07/31/1998	16,025	
FARMLAND INDUSTRIES INCORPORATED 46250054		ACFX084213	1968/12 08/01/1993	07/31/1998	15,833	
FARMLAND INDUSTRIES INCORPORATED 46250054		ACFX082854	1969/05 08/01/1993	07/31/1998	17,269	
FARMLAND INDUSTRIES INCORPORATED 46250054		ACFX084886	1969/07 08/01/1993	07/31/1998	17,108	
FARMLAND INDUSTRIES INCORPORATED 46250054		ACFX083026	1969/09 08/01/1993	07/31/1998	16,763	
FARMLAND INDUSTRIES INCORPORATED 46250054		ACFX083028	1969/09 08/01/1993	07/31/1998	16,763	
FARMLAND INDUSTRIES INCORPORATED 46250054					1,27,500	6
FARMLAND INDUSTRIES INCORPORATED 46250054					231,366	18
LCP TRANSPORTATION, INC.	1124	ACFX006194	1 1964/10 01/01/1991	06/30/1996	11,101	
LCP TRANSPORTATION, INC.	1124				11,701	1
LCP TRANSPORTATION, INC.	2282	ACFX008179A	1 1964/09 09/01/1987	08/31/1992	17,582	
LCP TRANSPORTATION, INC.	2282				17,582	1
LCP TRANSPORTATION, INC.	2313	ACFX012890	1 1962/10 08/01/1991	07/31/1996	11,589	
LCP TRANSPORTATION, INC.	2313				11,589	1
LCP TRANSPORTATION, INC.	4229	ACFX000355	1 1962/03 04/01/1992	03/31/1997	8,837	
LCP TRANSPORTATION, INC.	4229	ACFX000366	1 1962/03 04/01/1992	03/31/1997	8,815	
LCP TRANSPORTATION, INC.	4229	ACFX000376	1 1962/11 04/01/1992	03/31/1997	9,792	
LCP TRANSPORTATION, INC.	4229	ACFX000517	1 1960/05 04/01/1992	03/31/1997	10,093	
LCP TRANSPORTATION, INC.	4229	ACFX000581	1 1960/05 04/01/1992	03/31/1997	8,290	
LCP TRANSPORTATION, INC.	4229	ACFX000608	1 1961/01 04/01/1992	03/31/1997	10,214	
LCP TRANSPORTATION, INC.	4229	ACFX000707	1 1960/06 04/01/1992	03/31/1997	9,530	
LCP TRANSPORTATION, INC.	4229	ACFX000762	1 1960/07 04/01/1992	03/31/1997	8,335	
LCP TRANSPORTATION, INC.	4229	ACFX002340	1 1961/07 04/01/1992	03/31/1997	9,877	
LCP TRANSPORTATION, INC.	4229	ACFX006692	1 1965/02 04/01/1992	03/31/1997	9,503	
LCP TRANSPORTATION, INC.	4229	ACFX006771	1 1964/10 04/01/1992	03/31/1997	11,119	
LCP TRANSPORTATION, INC.	4229	ACFX019032	1 1965/08 04/01/1992	03/31/1997	11,647	
LCP TRANSPORTATION, INC.	4229	ACFX019288	1 1967/05 04/01/1992	03/31/1997	16,028	
LCP TRANSPORTATION, INC.	4229				132,080	13

LESSEE	CONTRACT/ RIDER	TYPE OF CAR	BUILT DATE	EFFECTIVE DATE	EXPIRATION DATE	TITLE-AAR	TOTAL CARS
LCP TRANSPORTATION, INC.	5493	ACFX006417	1965/05	09/01/1990	08/31/1995	13,950	
LCP TRANSPORTATION, INC.	5493					13,950	1
LCP TRANSPORTATION, INC.						186,902	17
						418,268	35

LESSEE	CONTRACT / RENTER	TYPE OF RENTER	BUILT DATE	EFFECTIVE DATE	EXPIRATION DATE	TTL-AAR	TOTAL CARS
MIDWEST AGRI COMMUNITIES	4534	ACFX082592	1967/08	09/01/1991	09/31/1993	14,986	
		ACFX086850	1974/09	09/01/1991	08/31/1993	23,471	
		ACFX088739	1968/08	09/01/1991	09/31/1993	15,773	
		ACFX088933	1968/11	09/01/1991	08/31/1993	15,674	
		ACFX088934	1968/11	09/01/1991	08/31/1993	15,674	
MIDWEST AGRI COMMUNITIES	4534					85,978	5
MIDWEST AGRI COMMUNITIES	5776	ACFX0811861	1965/10	12/01/1992	11/30/1994	11,852	
		ACFX082222	1966/08	12/01/1992	11/30/1994	12,325	
		ACFX082224	1966/08	12/01/1992	11/30/1994	12,231	
		ACFX082246	1966/09	12/01/1992	11/30/1994	12,077	
		ACFX082263	1966/10	12/01/1992	11/30/1994	12,388	
		ACFX082300	1966/11	12/01/1992	11/30/1994	12,889	
		ACFX082338	1966/11	12/01/1992	11/30/1994	12,408	
		ACFX082342	1966/12	12/01/1992	11/30/1994	12,679	
		ACFX082363	1966/12	12/01/1992	11/30/1994	12,573	
		ACFX082453	1966/12	12/01/1992	11/30/1994	12,749	
		ACFX082546	1967/06	12/01/1992	11/30/1994	14,069	
		ACFX082549	1967/06	12/01/1992	11/30/1994	14,669	
		ACFX082591	1967/08	12/01/1992	11/30/1994	14,862	
		ACFX082623	1968/02	12/01/1992	11/30/1994	14,249	
		ACFX082693	1968/05	12/01/1992	11/30/1994	15,027	
		ACFX082700	1968/06	12/01/1992	11/30/1994	14,983	
		ACFX082939	1969/05	12/01/1992	11/30/1994	16,547	
		ACFX082941	1969/05	12/01/1992	11/30/1994	15,031	
		ACFX083116	1969/11	12/01/1992	11/30/1994	17,437	
		ACFX083117	1969/12	12/01/1992	11/30/1994	17,437	
		ACFX088729	1968/08	12/01/1992	11/30/1994	15,199	
		ACFX088736	1968/06	12/01/1992	11/30/1994	17,449	
MIDWEST AGRI COMMUNITIES	5776					312,030	22
MIDWEST AGRI COMMUNITIES						393,008	27
REKENE COMPANY	50570025	ACFX081800	1965/05	10/01/1993	09/30/1995	15,022	
		ACFX081810	1965/10	10/01/1993	09/30/1995	12,747	
		ACFX081812	1965/10	10/01/1993	09/30/1995	12,933	
		ACFX081972	1966/02	10/01/1993	09/30/1995	14,502	
		ACFX082517	1967/05	10/01/1993	09/30/1995	16,137	
		ACFX082520	1967/05	10/01/1993	09/30/1995	16,137	
		ACFX082749	1968/09	10/01/1993	09/30/1995	18,534	
REXENE COMPANY	50570025					106,012	7
KLKENE COMPANY						106,012	7
SCM CHEMICALS INC.	40570002	ACFX073285	1977/06	08/01/1989	07/31/1994	31,490	
SLM CHEMICALS INC.	40570002					31,480	1
SCM CHEMICALS INC.						31,480	1
						535,500	35

## ANNEX Y

AIR CODE	KPIG MARK	F.R.M	IN	TOTAL CARS
C112				
ACFX	60015			
ACFX	60094			
ACFX	60205			
ACFX	60207			
ACFX	60209			
ACFX	60338			
ACFX	60349			
ACFX	60342	60343	2	
ACFX	60345	60346	2	
ACK	60460			
ACFR	60490			
ACFR	60509			
ACFX	60550			
ACFX	60625			
ACFX	60641			
ACFX	60652			
ACFX	60662			
ACFX	60663			
ACFX	60671			
ACFX	63677			
ACFX	60690			
ACFX	60827			
ACFR	60700	60701	2	
ACFX	60718			
ACFX	60720			
ACK	60739	60740	2	
ACFR	60799			
ACFR	60801			
ACFR	60829			
ACFX	61139			
ACFX	61142			
ACK	61145	61146	2	
ACFX	61260			
ACFX	61275			
ACFR	61327	61338	2	
ACFX	61338			
ACFX	61350			
ACFX	61345	61347	2	
ACFX	61349	61350	2	
ACFX	61374			
ACFX	61397			
ACFX	61426			
ACFX	61438			
ACFX	61465			
ACFX	61467			
ACFX	61744	61745	2	
ACFX	61755			
ACFX	61776			
ACFX	61792			
ACK	61904	61904	2	
ACK	61911			

AAR CODE	KPIG MARK	FRM	TO	TOTAL CAKS
C112				
ACFX	61963			1
ACFX	61966	61967		2
ACFX	61987			2
ACFX	61994			1
ACFX	62022			1
ACFX	62097			1
ACFX	62101			1
ACFX	62112			1
ACFX	62136			1
ACFX	62145			1
ACFX	62153			1
ACFX	62159			1
ACFX	62162			1
ACFX	62173			1
ACFX	62176	62181		6
ACFX	62183	62185		3
ACFX	62189			1
ACFX	62191			1
ACFX	62193	62197		5
ACFX	62199	62200		2
ACFX	62202			1
ACFX	62214	62216		3
ACFX	62219			1
ACFX	62224			1
ACFX	62228			1
C112			107	
CJ12	ACFX	60459		1
CJ12	ACFX	60466		1
CJ12	ACFX	60468		3

AIR CODE	RPTG MARK	FROM	TO	TOTAL CARS
U112				
ACFR	62509			
ACFR	62520			
ACFR	62523			
ACFR	62527			
ACFR	62532			
ACFR	62536			
ACFR	62557			
ACFR	62561			
ACFR	62566			
ACFR	62572			
ACFR	62581			
ACFR	62584	<b>62585</b>		2
ACFR	62598			
ACFR	62600			
ACFR	62616	<b>62617</b>		2
ACFR	62624			
ACFR	62626			
ACFR	62628			
ACFR	62631			
ACFR	62634			
ACFR	62636			
ACFR	62638			
ACFR	62640			
ACFR	62653			
ACFR	62655			
ACFR	62664	<b>62665</b>		2
ACFR	62668			
ACFR	62672			
ACFR	62682			
ACFR	62684			
ACFR	62693			
ACFR	62703			
ACFR	62709			
ACFR	62716			
ACFR	62718			
ACFR	62723			
ACFR	62734			
ACFR	62735	<b>62737</b>		2
ACFR	62744			
ACFR	62752			
ACFR	62751			
ACFR	62758			
ACFR	62771			
ACFR	62774			
ACFR	62776			
ACFR	62781			
ACFR	62783	<b>62784</b>		2
ACFR	62791			
ACFR	62795			
ACFR	62798			
ACFR	62889	<b>62890</b>		2

AAR CODE	RPTG MARK	FROM	TO	TOTAL CARS
C112	ACFX	62901		1
	ACFX	62920	62921	2
	ACFX	62960		1
	ACFX	62962	62963	2
	ACFX	62966		1
	ACFX	62971		1
	ACFX	62975		1
	ACFX	62979		1
	ACFX	63987		1
	ACFX	63994	63995	2
	ACFX	64011	64012	2
C112				72
CJ12	ACFX	63985		1
CJ12				1
				73

## ANNEX Z

LESSEE	CONTRACT / RIDER	TYPE OF CAR	BUILT DATE	EFFECTIVE DATE	EXPIRATION DATE	TOTAL AAR VALUE	TOTAL CARS
CLM, L. NIJS JULTECA, S.A. DE	4734	AUTX030015 H	1963/02	06/01/1988	05/31/1992	5,920.57	
	4734	ACFK050009H	1952/04	06/01/1988	05/31/1992	1,580.14	
	4734	ACFK060205 H	1963/01	06/01/1988	05/31/1992	5,397.18	
	4734	ACFK060207 H	1963/01	06/01/1988	05/31/1992	5,915.49	
	4734	ACFK060209 H	1963/01	06/01/1988	05/31/1992	5,209.17	
	4734	ACFK060338 H	1963/03	06/01/1988	05/31/1992	5,503.20	
	4734	ACFK060340 H	1963/03	06/01/1988	05/31/1992	5,621.95	
	4734	ACFK050362 H	1963/03	06/01/1988	05/31/1992	4,826.43	
	4734	ACFK060343 H	1963/03	05/01/1988	05/31/1992	5,752.65	
	4734	ACFK060345 H	1963/03	05/01/1988	05/31/1992	5,626.53	
	4734	ACFK060346 H	1963/03	06/01/1988	05/31/1992	6,323.81	
	4734	ACFK060348 H	1963/11	06/01/1988	05/31/1992	5,598.84	
	4734	ACFK050460 H	1963/07	06/01/1988	05/31/1992	5,598.84	
	4734	ACFK060466 H	1963/12	06/01/1988	05/31/1992	5,598.84	
	4734	ACFK060468 H	1963/11	06/01/1988	05/31/1992	5,598.84	
	4734	ACFK060490 H	1963/12	06/01/1988	05/31/1992	6,470.79	
	4734	ACFK060509 H	1962/05	06/01/1988	05/31/1992	1,595.41	
	4734	ACFK060528 H	1962/08	06/01/1988	05/31/1992	1,613.22	
	4734	ACFK060625 H	1964/01	06/01/1988	05/31/1992	6,950.52	
	4734	ACFK060641 H	1964/01	06/01/1988	05/31/1992	4,585.98	
	4734	ACFK060652 H	1964/01	06/01/1988	05/31/1992	6,459.84	
	4734	ACFK060662 H	1963/12	06/01/1988	05/31/1992	5,346.99	
	4734	ACFK060666 H	1963/12	06/01/1988	05/31/1992	5,264.65	
	4734	ACFK050671 H	1963/12	06/01/1988	05/31/1992	5,411.31	
	4734	ACFK060677 H	1963/12	06/01/1988	05/31/1992	5,300.35	
	4734	ACFK060690 H	1963/12	06/01/1988	05/31/1992	5,457.61	
	4734	ACFK060697 H	1964/01	06/01/1988	05/31/1992	6,455.82	
	4734	ACFK060700 H	1964/01	06/01/1988	05/31/1992	5,641.22	
	4734	ACFK060701 H	1964/01	06/01/1988	05/31/1992	4,455.82	
	4734	ACFK060718 H	1964/01	06/01/1988	05/31/1992	4,455.82	
	4734	ACFK060720 H	1964/01	06/01/1988	05/31/1992	6,689.39	
	4734	ACFK050739 H	1964/03	06/01/1988	05/31/1992	4,768.66	
	4734	ACFK060740 H	1964/03	06/01/1988	05/31/1992	6,991.15	
	4734	ACFK060799 H	1964/08	06/01/1988	05/31/1992	5,655.75	
	4734	ACFK060801 H	1964/08	05/01/1988	05/31/1992	4,818.60	
	4734	ACFK060829 H	1964/06	06/01/1988	05/31/1992	4,485.12	
	4734	ACFK061139 H	1964/10	06/01/1988	05/31/1992	7,328.26	
	4734	ACFK051142 H	1964/09	06/01/1988	05/31/1992	7,192.69	
	4734	ACFK061145 H	1964/10	06/01/1988	05/31/1992	5,052.48	
	4734	ACFK061146 H	1964/10	06/01/1988	05/31/1992	6,927.53	
	4734	ACFK061260 H	1965/02	06/01/1988	05/31/1992	3,847.05	
	4734	ACFK061315 H	1965/03	06/01/1988	05/31/1992	4,506.20	
	4734	ACFK051327 H	1965/04	06/01/1988	05/31/1992	5,612.58	
	4734	ACFK061328 H	1965/04	06/01/1988	05/31/1992	5,222.05	
	4734	ACFK061329 H	1965/04	06/01/1988	05/31/1992	5,235.61	
	4734	ACFK061330 H	1965/04	06/01/1988	05/31/1992	5,222.05	
	4734	ACFK061331 H	1965/04	06/01/1988	05/31/1992	5,580.28	
	4734	ACFK061332 H	1965/04	06/01/1988	05/31/1992	5,235.61	
	4734	ACFK061338 H	1965/04	06/01/1988	05/31/1992	6,051.06	
	4734	ACFK051340 H	1955/04	06/01/1988	05/31/1992	5,235.61	

LESSEE	CONTRACT/ RIDER	CAR- LIENT	TYPE OF CAR	BUILT DATE	EFFECTIVE DATE	EXPIRATION DATE	TOTAL MIL VAL	TOTAL CARS
CEMENTOS VOLTECA, S.A. DE C.V.								
	4734		ACF-X051345	H	1965/04	06/31/1988	05/31/1992	5,467.67
	4734		ACF-X051346	H	1965/04	06/01/1988	05/31/1992	5,222.05
	4734		ACF-X051347	H	1965/04	05/01/1988	05/31/1992	5,235.61
	4734		ACF-X061349	H	1965/04	05/01/1988	05/31/1992	5,222.05
	4734		ACF-X061350	H	1965/05	06/01/1988	05/31/1992	5,235.61
	4734		ACF-X061374	H	1966/01	06/01/1988	05/31/1992	5,774.89
	4734		ACF-X061397	H	1966/03	06/01/1988	05/31/1992	5,013.59
	4734		ACF-X051428	H	1966/01	06/01/1988	05/31/1992	5,753.98
	4734		ACF-X061438	H	1966/03	05/01/1988	05/31/1992	6,838.20
	4734		ACF-X061465	H	1966/01	06/01/1988	05/31/1992	6,751.86
	4734		ACF-X061467	H	1966/01	06/01/1988	05/31/1992	6,861.22
	4734		ACF-X051746	H	1965/10	06/01/1988	05/31/1992	5,101.53
	4734		ACF-X061745	H	1965/10	06/01/1988	05/31/1992	5,088.96
	4734		ACF-X051755	H	1965/10	06/01/1988	05/31/1992	5,468.70
	4734		ACF-X061776	H	1965/12	06/01/1988	05/31/1992	6,374.13
	4734		ACF-X061792	H	1965/12	06/01/1988	05/31/1992	6,374.13
	4734		ACF-X061908	H	1966/03	06/01/1988	05/31/1992	6,428.95
	4734		ACF-X061909	H	1966/03	06/01/1988	05/31/1992	6,428.95
	4734		ACF-X051911	H	1966/03	06/01/1988	05/31/1992	6,428.95
	4734		ACF-X061963	H	1966/04	06/01/1988	05/31/1992	6,577.38
	4734		ACF-X061966	H	1966/04	06/01/1988	05/31/1992	6,577.38
	4734		ACF-X061967	H	1966/04	06/01/1988	05/31/1992	6,577.38
	4734		ACF-X061987	H	1966/04	06/01/1988	05/31/1992	6,489.84
	4734		ACF-X061988	H	1966/04	06/01/1988	05/31/1992	6,489.84
	4734		ACF-X061994	H	1966/06	06/01/1988	05/31/1992	6,490.14
	4734		ACF-X02022	H	1966/07	06/01/1988	05/31/1992	6,504.98
	4734		ACF-X062097	H	1966/12	06/01/1988	05/31/1992	6,374.13
	4734		ACF-X06201	H	1966/12	06/01/1988	05/31/1992	6,374.13
	4734		ACF-X062112	H	1966/11	06/01/1988	05/31/1992	6,374.13
	4734		ACF-X062136	H	1966/11	06/01/1988	05/31/1992	6,374.13
	4734		ACF-X062145	H	1966/11	06/01/1988	05/31/1992	6,374.13
	4734		ACF-X062153	H	1966/11	06/01/1988	05/31/1992	6,374.13
	4734		ACF-X062159	H	1966/09	06/01/1988	05/31/1992	6,374.13
	4734		ACF-X062162	H	1966/09	06/01/1988	05/31/1992	6,374.13
	4734		ACF-X062173	H	1966/09	05/01/1988	05/31/1992	6,374.13
	4734		ACF-X062176	H	1966/09	06/01/1988	05/31/1992	6,374.13
	4734		ACF-X062177	H	1966/09	06/01/1988	05/31/1992	6,374.13
	4734		ACF-X052178	H	1966/09	06/01/1988	05/31/1992	6,374.13
	4734		ACF-X062179	H	1966/09	06/01/1988	05/31/1992	6,374.13
	4734		ACF-X062180	H	1966/09	06/01/1988	05/31/1992	6,374.13
	4734		ACF-X062181	H	1966/09	06/01/1988	05/31/1992	6,374.13
	4734		ACF-X062183	H	1966/09	06/01/1988	05/31/1992	6,374.13
	4734		ACF-X052184	H	1966/09	06/01/1988	05/31/1992	6,374.13
	4734		ACF-X062185	H	1966/09	06/01/1988	05/31/1992	6,374.13
	4734		ACF-X062189	H	1966/09	05/01/1988	05/31/1992	6,374.13
	4734		ACF-X062191	H	1966/09	06/01/1988	05/31/1992	6,374.13
	4734		ACF-X062193	H	1966/10	06/01/1988	05/31/1992	6,374.13
	4734		ACF-X062194	H	1966/10	06/01/1988	05/31/1992	6,374.13
	4734		ACF-X052195	H	1966/10	06/01/1988	05/31/1992	6,374.13
	4734		ACF-X052196	H	1966/10	06/01/1988	05/31/1992	6,374.13

LESSEE	CONTRACT/ RIDER	CAR- IDENT	CAR	TYPE			TOTAL AAR VALUE	TOTAL CARS
				BUILT DATE	EFFECTIVE DATE	EXPIRATION DATE		
CLEMENTIJS TULTECA, S.A. DE	4734	ACFX002197	H	1966/10	06/01/1988	05/31/1992	4,374.13	
	4734	ACFX002199	H	1966/09	06/01/1988	05/31/1992	4,374.13	
	4734	ACFX002200	H	1966/09	05/01/1988	05/31/1992	4,374.13	
	4734	ACFX002202	H	1966/09	05/01/1988	05/31/1992	4,374.13	
	4734	ACFX002214	H	1966/12	06/01/1988	05/31/1992	4,374.13	
	4734	ACFX002215	H	1966/12	06/01/1988	05/31/1992	4,374.13	
	4734	ACFX002216	H	1966/12	06/01/1988	05/31/1992	4,374.13	
	4734	ACFX002219	H	1966/12	06/01/1988	05/31/1992	4,374.13	
	4734	ACFX002224	H	1966/12	05/01/1988	05/31/1992	4,374.13	
	4734	ACFX002228	H	1966/12	06/01/1988	05/31/1992	4,374.13	
CEMENTIJS TULTECA, S.A. DE							531,609.00	110

LESSEE	CONTRACT/ RIDER	CAR IDENT	TYPE OF CAR	BUILT DATE	EFFECTIVE DATE	EXPIRATION DATE	TOTAL AAR VALUE	TOTAL CARS
MURKIN INTERNATIONAL, INC.	4649	AUF KU6250V	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062520	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062523	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062527	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062532	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062536	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062537	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062561	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062566	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062572	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062581	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062586	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062585	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062598	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062600	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062616	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062617	H	1967/01	06/01/1993	05/31/1998	5,297	
		ACF X062624	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062626	H	1967/02	06/01/1993	05/31/1998	5,348	
		ACF X062628	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACE A062631	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062633	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062636	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062638	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062640	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062653	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062655	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062656	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062658	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062659	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062672	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062682	H	1967/02	06/01/1993	05/31/1998	5,348	
		ACF X062684	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062685	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062688	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062692	H	1967/01	06/01/1993	05/31/1998	5,348	
		ACF X062693	H	1967/02	06/01/1993	05/31/1998	5,348	
		ACF X062703	H	1967/02	06/01/1993	05/31/1998	5,348	
		ACF X062709	H	1967/02	06/01/1993	05/31/1998	5,348	
		ACF X062716	H	1967/02	06/01/1993	05/31/1998	5,348	
		ACF X062718	H	1967/02	06/01/1993	05/31/1998	5,348	
		ACE A062723	H	1967/02	06/01/1993	05/31/1998	5,348	
		ACF X062738	H	1967/02	06/01/1993	05/31/1998	5,348	
		ACF X062750	H	1967/02	06/01/1993	05/31/1998	5,348	
		ACF X062771	H	1967/02	06/01/1993	05/31/1998	5,348	
		ACF X062776	H	1967/02	06/01/1993	05/31/1998	5,348	
		ACF X062778	H	1967/02	06/01/1993	05/31/1998	5,348	
		ACF X062781	H	1967/02	06/01/1993	05/31/1998	5,348	

LESSOR MORTUN INTERNATIONAL, INC.	CONTRACT/ RIDER #669	CAR IDENT	TYPE OF CAR	BUILT DATE	EFFECTIVE DATE	EXPIRATION DATE	TOTAL ADR VALUE	TOTAL CARS
		ACFX062783	H	1967/02	06/01/1993	05/31/1998	5,348	
		ACFX062784	H	1967/02	06/01/1993	05/31/1998	5,348	
		ACFX062791	H	1967/02	06/01/1993	05/31/1998	5,348	
		ACFX062795	H	1967/02	06/01/1993	05/31/1998	5,348	
		ACFX062798	H	1967/02	06/01/1993	05/31/1998	5,348	
		ACFX062889	H	1967/04	06/01/1993	05/31/1998	5,348	
		ACFX062890	H	1967/04	06/01/1993	05/31/1998	5,348	
		ACFK062801	H	1967/04	06/01/1993	05/31/1998	5,348	
		ACFK062920	H	1967/04	06/01/1993	05/31/1998	5,348	
		ACFK062921	H	1967/04	06/01/1993	05/31/1998	5,348	
		ACFK062960	H	1967/04	06/01/1993	05/31/1998	5,348	
		ACFK062962	H	1967/04	06/01/1993	05/31/1998	5,348	
		ACFK062963	H	1967/04	06/01/1993	05/31/1998	5,348	
		ACFK062966	H	1967/04	06/01/1993	05/31/1998	5,348	
		ACFK062971	H	1967/04	06/01/1993	05/31/1998	5,348	
		ACFK062975	H	1967/04	06/01/1993	05/31/1998	5,348	
		ACFK062979	H	1967/04	06/01/1993	05/31/1998	5,348	
		ACFK06395	H	1970/11	06/01/1993	05/31/1998	9,321	
		ACFK06398	H	1970/11	06/01/1993	05/31/1998	9,321	
		ACFK063994	H	1970/11	06/01/1993	05/31/1998	9,321	
		ACFK063995	H	1970/11	06/01/1993	05/31/1998	9,321	
		ACFK064011	H	1970/11	06/01/1993	05/31/1998	9,321	
		ACFK064012	H	1970/11	06/01/1993	05/31/1998	9,321	
MORTUN INTERNATIONAL, INC.	#669						416,191	73
MORTUN INTERNATIONAL, INC.							416,191	73